Please join us for

COCKTAILS & OYSTERS

[redacted]
5:30–7:30 pm
[redacted]
Berkeley, California, 94710
[redacted]

RSVP [redacted]

Jen & Jim

Deepak,

Stop by for a drink.

By the way Jennifer is living with me.

Jim

Sunday, August 14, 2022

Berkeley Police Department
2100 Martin Luther King, Jr. Way
Berkeley, CA 94704

On August 02, 2022 (two-day advance), James Maser provided notice of a 15-day eviction beginning on August 04, 2022. Previously, James Maser informed me that he would require my absence for only 5 days. I did not feel that I had a choice, because James Maser wants to finish his remodeling project. On August 05, 2022, Jim Maser stated, “I don't want to have to throw your sh1t outside.”

I would like James Maser's contractors to vacate my apartment immediately. James Maser should not have attempted to complete a major, 15-day remodeling job in an occupied apartment. Instead, James Maser should have waited until the apartment was vacant. Based on his actions, James Maser has demonstrated that he does not value my presence, and I expect to vacate the apartment prior to the end of 2022. James Maser should complete his major remodeling work when the apartment is vacant.

I think James Maser is a good man, and I have become fond of him; however, I think he has demonstrated poor behavior in order to finish his remodeling work. Also, I think James Maser has statutory obligations, and I think I have contractual rights.

James Maser and his contractors have violated my terms of entry including (i) my health and safety protocols (i.e. no shoes, mandatory masks) and (ii) my security protocols (i.e. locked premises).

After numerous violations, I posted Terms of Entry on Sunday, August 07, 2022 which stated “Violators will be trespassing. Violators will be required to leave the premises.”

On Sunday, August 07 , 2022 at 8:11pm, James Maser sent a message stating, “Please come by at 7am tomorrow. Thanks.” James Maser should have sent a request, and I think the tone and the content of his message was inappropriate.

On Monday, August 08, 2022, James Maser mischaracterized my Terms of Entry as “aggressive,” and he forced me to remove the Terms of Entry from my front door. During our conversation, James Maser stated (approximately): “I rent this place to you. We have a contract. Our agreement is clear. You cannot speak with my contractors directly.”

Also, James Maser questioned my Health and Safety Protocols; however, he requires employees at Picante Berkeley to wear a mask. Finally, James Maser agreed to comply with my Terms of Entry, and he stated, “I promise.”

- Violations of Healthy and Safety Protocols: On August 08, 2022, James Maser confirmed that he inspected my bedroom and my bathroom. I would like him to confirm that he entered without removing his shoes, despite (i) the signage on the door (“No shoes please”) since mid-July, (ii) my message to him on Saturday, August 06, 2022 and (ii) the Terms of Entry posted on Sunday, August 07, 2022.
- Violations of Healthy and Safety Protocols: On Thursday, August 11, 2022, I met with Jim Maser's contractors to discuss moving my personal belongings. His contractors were neither wearing masks nor wearing booties. Also, James Maser told his contractors that they could leave the windows open at night, but I told them to close the windows upon departing (Note: This violates the Security Protocol).
- Violation of Security Protocols: On Saturday, August 13, 2022, I visited my apartment, but my front door was unlocked - and the key was in the keyhole. Previously, James Maser stated that he would leave the front door unlocked, because he did not have a key. I informed him that this would be unacceptable, and I gave him a key - on approximately August 04, 2022 - to the front door with the stipulation that my front door would be locked when his contractors were absent. I would like James Maser to confirm that he has left the front door unlocked for the entire week, and I want James Maser to indemnify me for any loss.